

Your MTI Rep: ROSEANNE GEORGE
 Your MTI Account Number: 0028198
 Contract No: 9706069

Licensee:

CONNER HIGH SCHOOL
 ATTN.: HANNAH NOTTINGHAM
 3310 COUGAR PATH
 HEBRON, KY 41048

TELE#: 859-334-4400 FAX:
 E-MAIL: hannah.nottingham@boone.kyschools.us

- REPRINT -

Contract Issue Date: 10/27/21
 Contract Expiration Date: 12/08/21
 Valid For Performances From: 03/04/22 - 03/05/22

MTI Access Code: LIT1699744

PRODUCTION CONTRACT for DISNEY'S THE LITTLE MERMAID JR

AMOUNT ENCLOSED

SHOWKIT™

Royalty A) For 2 number of performances @ \$240.00 for each
 regular, benefit or other performance, for a total of:.....\$
 Regular Performance
 Seating Limited to 200 per Performance

480.00

Non-Refundable Materials Fee (See Additional Materials Order Form for a list of ShowKit™ contents) \$ 695.00

SHOWKIT SHIPPING (Rush Delivery available for \$85.00 in U.S.): \$ 40.00
Rush Delivery available in Canada for \$115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (where applicable) \$ —

ADDITIONAL MATERIALS TOTAL (from Additional Materials Order Form — please attach): \$ 150.00

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): \$ 1,365.00

PAYMENT

☐ CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ CREDIT CARD: (circle one) VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Expiration Date: _____

Name on card: _____

Signature: _____ Amount: _____

☒ PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: 3310 Cougar path
 (No P.O. Boxes)

City: Hebron State/Province: Ky Zip/Postal Code: 41048

Note: The ShowKit™ materials will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

ACCEPTANCE

ShowKits™ are non-transferable and non-refundable.

With this contract you are agreeing to produce DISNEY'S THE LITTLE MERMAID JR

By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: Hannah Nottingham Title: Theater Sponsor

Authorized Signature: Hannah Nottingham Date: 10-27-21

Email: hannah.nottingham@boone.kyschools.us Day Phone: (859) 334-4400

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.

To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY	COST EACH	TOTAL
ADDITIONAL MATERIALS			
ACTOR'S BOOK	_____ x	\$ 10.00=	\$ _____
DIRECTOR'S GUIDE	_____ x	\$ 100.00=	\$ _____
PIANO VOCAL SCORE	_____ x	\$ 40.00=	\$ _____
THEATRICAL RESOURCES			
ACTOR'S BOOK TENPACK	_____ x	\$ 75.00=	\$ _____
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____ x	\$ 175.00=	\$ _____
HOW DOES THE SHOW GO ON?	_____ x	\$ 21.00=	\$ _____
LOGO PACK DIGITAL	<u>1</u> x	\$ 75.00=	\$ <u>75.00</u>
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE	_____ x	\$ 199.00=	\$ _____
SCENIC PROJECTIONS PRO 2.0	_____ x	\$ 1,795.00=	\$ _____
SCENIC PROJECTIONS 2.0	_____ x	\$ 450.00=	\$ _____
STAGE WRITE APPLICATION	_____ x	\$ 150.00=	\$ _____
VIDEO LICENSE	<u>1</u> x	\$ 75.00=	\$ <u>75.00</u>
LOGO TEES SIX-PACK ADULT LARGE	_____ x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK ADULT MEDIUM	_____ x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK ADULT SMALL	_____ x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK ADULT X-LARGE	_____ x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK ADULT XX-LARGE	_____ x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK CHILD LARGE	_____ x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK CHILD MEDIUM	_____ x	\$ 80.00=	\$ _____
LOGO TEES SIX-PACK CHILD SMALL	_____ x	\$ 80.00=	\$ _____
VIRTUAL STAGE MANAGER ***	_____ x	\$ 80.00=	\$ _____

ADDITIONAL MATERIALS TOTAL:

ADDITIONAL MATERIALS SHIPPING

(do NOT apply shipping charge for Video License, Logo Packs, or RehearScore):

Add. Materials Total	Ground	Rush	Add. Materials Total	Ground	Rush
\$0 - \$100	\$ 8.50	\$38.25	\$401 - 500	\$22.50	\$101.25
\$101 - \$200	\$12.00	\$54.00	\$501 - 600	\$26.00	\$117.00
\$201 - \$300	\$15.50	\$69.75	\$601 - 700	\$29.50	\$132.75
\$301 - \$400	\$19.00	\$85.50	\$700 and up	(call for shipping rates)	

SALES TAX (CA, MN, NJ, NY):

NY & MN: Apply to Material and Shipping fees. CA & NJ residents apply to Materials ONLY

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page)

You MUST return this form along with your contract to receive materials. All sales are final. No refunds or exchanges.

150 00
 \$ _____
 \$ _____
 Make sure to enter (above) the appropriate Additional Materials Shipping Charge based on the tables on the left. US and Canada only. Customers in other countries must contact MTI for exact shipping fees.
 \$ _____
 \$ 150.00

***See <https://www.mtishows.com/production-resources> for pricing.

**** Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at \$75) will automatically be added to your order. ****

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

****Please give this form to your BUSINESS OFFICE or PURCHASING DEPARTMENT****
 Your organization may require MTI's W-9 before it can pay amounts due under your license.
Questions? Email: ap@mtishows.com.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MTI Enterprises Inc.		
2 Business name/disregarded entity name, if different from above d/b/a Music Theatre International		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 423 West 55th Street, 2nd Floor 6 City, state, and ZIP code New York, NY 10019		Requester's name and address (optional)
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>	
Social security number <div style="border: 1px solid black; width: 100%; height: 20px; margin: 5px 0;"></div> OR Employer identification number <div style="border: 1px solid black; width: 100%; height: 20px; margin: 5px 0; text-align: center;"> 1 3 - 2 9 7 6 4 6 8 </div>	

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ▶ <i>Rita L. Philaugh</i> Date ▶ <i>01.04.2021</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its Instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

This document is intentionally included for organizations that
 require MTI's W-9. Please give this form to your
BUSINESS OFFICE or PURCHASING DEPARTMENT

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN CONNER HIGH SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED DISNEY'S THE LITTLE MERMAID JR (THE "PLAY").

1. Notwithstanding the prohibition against any video recording whatsoever in the Performance License previously granted to Licensee by MTI for the live stage performance of the Play, MTI, having secured permission from The Walt Disney Company for the creation by Licensee of a performance video recording hereby permits Licensee to make one video recording of the Play subject to Licensee's strict observance of the conditions set forth herein.
2. A video recording of the Play (the "Video recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be sold to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). Such outside party may not use the name "Disney" or any other trademarks of The Walt Disney Company in any way, except to indicate the content of the video recording.
3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet.
5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play.
6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

ACCEPTANCE

AGREED AND ACCEPTED BY LICENSEE:

Signature: _____
Print Name and Title: _____
Phone: 859-334-4400 Fax: _____
E-Mail: hannah.nottingham@boone.kyschools.us

YOU MUST RETURN THIS SIGNED COPY WITH YOUR PAYMENT TO PURCHASE LIMITED HOME USE VIDEO RECORDING PERMISSION

Rider for DISNEY'S THE LITTLE MERMAID JR.

Specific Licensing Guidelines and Provisions - This Rider is Part of the Production Contract

1. **CO-PRODUCTION.** Licensee may share production costs and/or physical production elements (but not casts) of Licensee's production of the Play with other authorized licensees, including renting Licensee's physical production to other licensees, subject to MTI's approval, provided Licensee's production shall only refer to its organization as the producer of the Play.
2. **REPRESENTATIONS AND WARRANTIES.** Licensee hereby represents and warrants as follows: that (i) Licensee shall comply with all applicable laws, including, without limitation all applicable (delete for foreign licenses: United States and other federal, state, and) local laws, and shall present the Play in accordance with the terms of this Agreement; and (ii) no rights of any third party are or will be violated by Licensee entering into or performing this Agreement, and Licensee has not made nor shall Licensee hereafter make any agreement with any third party which could interfere with the full performance of its obligations hereunder.
3. **INDEMNIFICATION.** Licensee hereby agrees to indemnify and hold MTI and Disney (and its affiliates and each of MTI, Disney and such affiliate's respective successors, assigns, affiliates, officers, employees, agents, licensees and lessees) harmless against any and all damages, loss, liability, cost or penalty, including without limitation reasonable attorneys' fees and disbursements resulting from any breach or alleged breach of any representation, warranty or agreement made by Licensee hereunder, or relating in any way to your presentation of the Play, except to the extent caused by the negligence or breach of agreement by MTI.
4. **DISNEY PUBLIC IMAGE AND REPUTATION.** Licensee acknowledges that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. Licensee agrees that neither Licensee, nor Licensee's employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and Licensee shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All of Licensee's staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, Licensee agrees not to list any of its sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, firearms and feminine hygiene products. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.
5. **TRADEMARKS.** Licensee shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies:
 - 5.1 in any of Licensee's advertising, publicity or promotions other than as part of the title of the Play, all as provided in Paragraph 1 of this Rider and to factually describe Disney's role in its production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of Licensee's show, and that Disney produced the Play on Broadway and elsewhere.
 - 5.2 to express or imply any endorsement by Disney of Licensee's production of the Play or any other of Licensee's activities; or
 - 5.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

ACCEPTANCE

By signing below, you signify that have you read and understand the terms and conditions set forth in this Rider. Violation of one or more of these Guidelines and Provisions constitutes a material breach of contract and may result in the immediate revocation of your performance license. Please read the Guidelines and Provisions carefully.

Organization Name: _____

Signature: _____

Print Name and Title: _____

Phone: 859-334-4400

Fax: _____

E-Mail: hannah.rottingham@boone.KySchools.US

See Attachment A - Sample Ad Layout for authorized advertising and billing credits.

*** YOU MUST RETURN THIS SIGNED COPY WITH YOUR COMPLETED PERFORMANCE LICENSE ***